157 N. Y. Supp. 156, the court has followed the general tendency to preserve options contained in leases; such options having been deemed to remain effective where the optionee offers a lower price than that named in the contract, *Baxter* v. *Calhoun* (D. C. 1915) 222 Fed. 111, or where, during the term, he contracts to take a new lease without an option, to become effective when the term expires. *Mathewson* v. *Burns* (1914) 50 Can. Sup. Ct. 115.

MARITIME LIENS—MASTER'S AUTHORITY TO CREATE.—A charter-party provided that the charterer should pay all expenses arising in connection with the use of the ship, and indemnify the owner as to liens and other claims against it. A materialman furnished supplies on the order of the master and expressly on the credit of the vessel, although he had been notified by the owner that neither charterer nor master had power to pledge the credit of the ship. *Held,* he was entitled to a lien. *The South Coast* (9 C. C. A. 1917) 247 Fed. 84.

The Act of June 23, 1910 (36 Stat. 604, c. 373, § 1, § 2) gives a maritime lien to materialmen rendering services or furnishing supplies to domestic or foreign ships on the order of the owner or his authorized agent, and creates a presumption of authority in the master to procure repairs and supplies for the vessel. § 3 expressly refuses a lien in favor of materialmen who know, or are chargeable with notice, that because of the terms of a charter-party, or for any other reason, the person ordering supplies is without authority to bind the vessel. In giving the master presumptive authority to pledge the credit of the ship, the statute did not modify the preexisting law. See *The Yankee* (C. C. A. 1916) 233 Fed. 919. Where, as in the instant case, the charter-party provides that the charterer shall make all disbursements and save the owner harmless from liens on the ship, some courts have held that the power of the master to confer a lien is removed, with respect to persons who had notice of the charter-party. *The Underwriter* (D. C. 1902) 119 Fed. 713; *The Francis J. O'Hara, Jr.* (D. C. 1915) 229 Fed. 312. Other courts apparently construe the agreement as only imposing on the charterer the obligation to indemnify the owner for any expenses the latter may be called on to pay, and allow a materialman, who had furnished supplies with full knowledge of the terms of the agreement, to assert a lien, *The Surprise* (C. C. A. 1904) 129 Fed. 873; *cf. The Monsoon* (C. C. 1842) 17 Fed. Cas. No. 9,716; *The City of New York* (D. C. 1854) 5 Fed. Cas. No. 2,758, unless, perhaps, in circumstances of distress. See *The William Cook* (D. C. 1882) 12 Fed. 919. It would seem clear, however, that if the charter-party expressly stipulates that neither charterer nor master has authority to bind the ship, a materialman knowing, or chargeable with notice, of the agreement, could not assert a lien. *The Eureka* (D. C. 1913) 209 Fed. 373. Similarly, where the materialman is notified in any other manner of an absence of authority in the master to pledge the vessel's credit, the presumption is overcome, and no lien in his favor is attached. *The William Cook, supra*; *The Schooner Columbus* (D. C. 1879) 5 Sawyer 487. The principal case, in allowing a lien under such circumstances, disregarded the trend of prior adjudication and the clear provision of the statute.

MORTGAGES—RIGHT OF A SUBSEQUENT MORTGAGEE TO THE APPOINTMENT OF A RECEIVER.—The plaintiff, a fourth mortgagee, filed a bill to foreclose his mortgage and requested the appointment of a receiver